

ATTACHMENT K

1
2
3
4
5
6
7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR COUNTY OF KING

9 MICHAEL J. WALLACE,

10 Plaintiff,

11 vs.

12 LIVE NATION WORLDWIDE, INC., a
13 Delaware Corporation doing business in
14 Washington, **STARPLEX CORPORATION**
15 **d/b/a CROWD MANAGEMENT**
16 **SERVICES, an Oregon Corporation doing**
17 **business in Washington**, JOHN DOE and
18 JANE DOE, individually and the marital
19 community composed thereof; and JOHN and
20 JANE DOES 1 through 5;

21 Defendants.

22 NO. 20-2-06746-6 SEA

23 AMENDED COMPLAINT FOR
24 DAMAGES

25 COMES NOW Plaintiff against the above-named Defendants and states and alleges
26 as follows:

27 I. **PARTIES & JURISDICTION**

28 1.1 Plaintiff Michael J. Wallace is now, and was at all relevant times hereinafter
29 alleged, a resident of Burien, Washington. In the event this defendant is married, then his acts
30 and omissions hereinafter described were for and on behalf of his marital community.

1 1.2 Defendant Live Nation Worldwide, Inc. (Live Nation) is now believed to be,
2 and was at all relevant times hereinafter alleged, a Delaware corporation conducting business
3 in the state of Washington. Based on information and belief, Live Nation's owns and
4 manages the outdoor amphitheater property located 754 Silica Road NW, George,
5 Washington, and also known as "The Gorge."

6
7 1.3 Defendant Live Nation's registered agent for service of process is Corporate
8 Creations Network Inc. located at West 505 Riverside Ave. Ste. 500, Spokane, WA, 99201.
9 Defendant Live Nation's registered agent was properly served with Plaintiffs' summons and
10 complaint.

11
12 **1.4 Defendant Starplex Corporation (Starplex) is now believed to be, and was**
13 **at all relevant times hereinafter alleged, an Oregon corporation conducting business in**
14 **the state of Washington. At all times during the incident described in this Complaint,**
15 **Starplex was contracted out by Defendant Live Nation to run security at the**
16 **amphitheater property located 754 Silica Road NW, George, Washington, and also**
17 **known as "The Gorge".**

18
19 **1.5 Defendant Starplex's registered agent for service of process is David**
20 **Christiansen located at 907 W. Sharp Ste 2, Spokane, WA, 99201. Defendant Starplex's**
21 **registered agent was properly served with Plaintiffs' summons and amended complaint.**

22
23 1.6 Defendant John Doe is the dog owner who is now believed to be, and was at
24 all relevant times hereinafter alleged, a Washington resident. In the event this defendant is
25 married, then his acts and omissions hereinafter described were for and on behalf of his
26 marital community.

1.7 Defendants John and Jane Does, No.'s 1 through 5, are unknown individuals or entities that may share fault for the Plaintiffs' injuries and damages as described herein. The identity of these defendants is unknown and therefore they are being sued under the fictitious names of John and Jane Does 1 through 5. Plaintiffs reserve the right to amend their complaint to add one or more of these defendants should their identity be discovered at a later date.

1.8 Based on information and belief, Defendant Live Nation has an office located in King County, WA. Said defendant also conducts and/or transacts business in King County, WA. Said defendant also produces and/or manages weekly concerts, comedy shows, and other live events all throughout King County, WA. Therefore, pursuant to RCW 4.12.025 and other related statutes, King County is a proper venue for this action.

1.9 Defendant Starplex has an office located in King County, WA. Said defendant conducts and/or transacts business in King County, WA. Therefore, pursuant to RCW 4.12.025 and other related statutes, King County is a proper venue for this action.

II. FACTS

2.1 "The Gorge" is an outdoor concert venue or amphitheater that is near the Columbia River in George, Washington.

2.2 The Gorge venue consists of fencing that surrounds an amphitheater, campgrounds, and parking.

2.3 To gain entrance to the concert venue, the public must pass through multiple security checkpoints.

1 **2.4 The security checkpoints are staffed by Defendant Starplex and managed**
2 **by Defendant Live Nation.**

3 **2.5 Defendant Starplex was instructed to adhere to Defendant Live Nation's**
4 **own rules and policies**

5 2.6 Dogs are not allowed at or inside "The Gorge" as per Defendant Live Nation's
6 own rules and policies.

7 2.7 On or about June 29, 2018, Defendant Live Nation produced a concert at "The
8 Gorge" featuring the classic rock band, "The Grateful Dead."

9 2.8 Plaintiff, a business invitee, purchased a venue or admissions ticket from Live
10 Nation to attend "The Grateful Dead" concert.

11 **2.9 Defendant Live Nation and Defendant Starplex permitted entry of a non-**
12 **service dog into the "The Grateful Dead" concert venue with Defendant John Doe,**
13 **despite Defendant Live Nation's own rules that prohibited such conduct.**

14 **2.10 Defendant Live Nation and Defendant Starplex improperly allowed a**
15 **non-service dog to pass the security checkpoints that were supposed to be monitored**
16 **and controlled by employees and/or agents of Defendant Live Nation and Defendant**
17 **Starplex.**

18 **2.11 Defendant Live Nation and Defendant Starplex also improperly allowed a**
19 **non-service dog to remain on or inside The Gorge premises for several hours and**
20 **despite the fact that Live Nation's and Starplex's employees and security staff observed**
21 **the dog on the premises over a prolong period of time.**

1 2.12 While Plaintiff was walking back to his vehicle with his friend in camping
2 section "E" they passed Defendant John Doe who was laying in the grass unconscious and
3 with a dog nearby.

4 2.13 Another concert patron approached Plaintiff and told him that she was very
5 concerned about Defendant John Doe's health and that he may need prompt medical
6 attention.

7 2.14 Plaintiff slowly approached Defendant John Doe to make sure he was
8 responsive and that he was not experiencing a medical emergency.

9 2.15 Plaintiff was about six to eight feet away from Defendant John Doe when the
10 dog suddenly and unexpectedly lunged at Plaintiff's face.

11 2.16 Plaintiff unsuccessfully tried to avoid the dog and/or to avoid an attack or
12 injury inflicted by the dog.

13 2.17 The dog managed to attack and inflict injury upon the Plaintiff, biting his hand
14 several times.

15 2.18 As a result of an unprovoked dog attack Plaintiff sustained significant bodily
16 injuries and permanent scaring.

17 **III. FIRST CAUSE OF ACTION – PREMISES LIABILITY**

18 3.1 Plaintiff re-alleges the allegations set forth in Sections I through IV and
19 incorporates them as fully set forth herein.

20 3.2 At all times material hereto, Plaintiff was a business invitee at a concert venue
21 owned and/or managed by Defendant Live Nation.

1 3.3 Defendant Live Nation had specific rules that prohibited patrons from
2 bringing dogs into The Gorge concert venue.

3 3.4 Defendant Live Nation therefore knew that allowing dogs to enter onto its
4 concert venue posed an unreasonable risk of harm to patrons.

5 3.5 Defendant Live Nation knowingly and/or negligently created and
6 maintained an unsafe and dangerous condition on the property by allowing a vicious and
7 dangerous dog to enter its concert venue.

8 3.6 Defendant Live Nation knew or should have reasonably known that a
9 business invitee and other people entering onto The Gorge property may not discover or
10 realize the danger posed by other patron's dogs until it was too late for the business invitee or
11 person to protect themselves from the danger.

12 3.7 Defendant Live Nation knew or should have reasonably expected that
13 business invitees entering onto the property may be unable to protect themselves from
14 unauthorized dogs on the property, especially if the dog was aggressive.

15 3.8 Defendant Live Nation failed to exercise any reasonable precaution to
16 protect business invitees, including Plaintiff, from the vicious and aggressive dog.

17 **3.9 Defendant Starplex was aware of Live Nation's specific rules that
18 prohibited patrons from bringing dogs into The Gorge concert venue.**

19 **3.10 Defendant Starplex therefore knew that allowing dogs to enter onto its
20 concert venue posed an unreasonable risk of harm to patrons.**

1 **3.11 Defendant Starplex knowingly and/or negligently created and**
2 **maintained an unsafe and dangerous condition on the property by allowing a vicious**
3 **and dangerous dog to enter its concert venue.**

4 **3.12 Defendant Staplex knew or should have reasonably known that a**
5 **business invitee and other people entering onto The Gorge property may not discover**
6 **or realize the danger posed by other patron's dogs until it was too late for the business**
7 **invitee or person to protect themselves from the danger.**

8 **3.13 Defendant Starplex knew or should have reasonably expected that**
9 **business invitees entering onto the property may be unable to protect themselves from**
10 **unauthorized dogs on the property, especially if the dog was aggressive.**

11 **3.14 Defendant Starplex failed to exercise any reasonable precaution to**
12 **protect business invitees, including Plaintiff, from the vicious and aggressive dog.**

13 **3.15 As a result of the Defendants negligent, grossly negligent and/or**
14 **reckless acts and/or omissions described herein, Plaintiff was injured, suffered, and**
15 **continues to suffer, physical disability and pain, emotional trauma, medical expenses,**
16 **loss of earnings and earning capacity, loss of consortium, and other damages.**

17 **IV. SECOND CAUSE OF ACTION – NEGLIGENCE**

18 **4.1 Plaintiff re-alleges the allegations set forth in Sections I through V and**
19 **incorporates them as fully set forth herein.**

20 **4.2 The defendants owed Plaintiff a duty of care and a duty to act reasonably.**

1 4.3 The defendants breached their duty of care and their duty to act reasonably
2 by, among other things, allowing a dangerous or vicious dog to enter into The Gorge concert
3 venue where it could have contact with other people.

4 4.4 The defendants breached their duty of care and their duty to act reasonably
5 by, among other things, bringing a dangerous or vicious dog into The Gorge concert venue
6 where it attacked and injured another person that was legally on the premises, to wit:
7 Plaintiff.

9 4.5 The defendants breached their duty of care and their duty to act reasonably
10 by, among other things, failing to adhere to rules and guidelines that prohibited dogs from
11 being allowed on the premises, and by failing to control, confine and/or muzzle the dog so it
12 could not injure or bite another human being.

14 4.6 As a direct and proximate result of Defendants' negligent acts and/or
15 omissions, Plaintiff suffered traumatic injuries to his hand, physical disability and pain,
16 emotional trauma and grief, loss of enjoyment of life, medical expenses, loss of earnings and
17 earning capacity, emotional distress, and other damages, both past and future.

19 **V. NO CONTRIBUTORY NEGLIGENCE / COMPARATIVE FAULT**

20 5.1 The damages suffered by Plaintiff was not caused by any fault, carelessness,
21 or negligence on her part, but were caused solely and proximately by Defendants.

22 5.2 There are no other entities which caused or contributed to Plaintiff's injuries
23 or damages.

1
2 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally,
3 as follows:

4
5 1. For all damages sustained by Plaintiff in an amount proven at trial, including
6 past and future medical expenses and other health care expenses, pain and suffering, both
7 mental and physical, past and future permanent partial disability and disfigurement, loss of
8 enjoyment of life, past and future special damages, and exemplary damages;

9
10 2. Interest calculated at the maximum amount allowable by law, including pre-
11 and post-judgment interest;

12 3. A reasonable attorney's fee as allowed by law;

13 4. Costs and disbursements pursuant to statute; and

14 5. Other and further relief as this Court may deem just and equitable.

15
16 Dated this 26th day of May 2020.

17
18 **DAVIS LAW GROUP, P.S.**

19
20 /S/PETER J. BALZARINI
21 By: Christopher M. Davis, WSBA No. 23234
22 By: Peter J. Balzarini, WSBA No. 52854
23 Davis Law Group, P.S.
24 2101 Fourth Ave., Ste. 1030
25 Seattle, WA 98121
26 Tel: (206) 727-4000
Fax: (206) 727-4001
Email: chris@davislawgroupseattle.com
Email: pete@davislawgroupseattle.com

Attorneys for Plaintiff